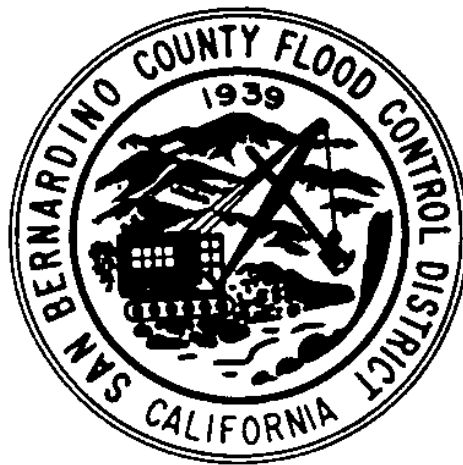


# Request for Proposal

for

*Geotechnical and Technical Services  
to Support the Construction Inspection of Major  
Flood Control Improvements to  
San Sevaine Basin No. 5  
Located in the City of Rancho Cucamonga  
W.O. F01193*

2003



Prepared by:  
San Bernardino County  
Flood Control District

To: Consultant

Subject: Request for Proposal (RFP) for Geotechnical and Technical Services on Spillway and Dam for San Sevaine Basin No. 5, Located in the City of Rancho Cucamonga W.O. F01193

Attachments:

- A. Scope of Work
- B. Project Description
- C. Sample Contract
- D. Procedure for Selecting Consultant
- E. Form for Providing Hourly Rate
- F. Project Location Maps

## **I. INTRODUCTION**

This Request for Proposal (RFP) is being released to solicit proposals from engineering firms (Consultants) for on-site State Certified Technicians to perform material testing necessary to ensure that the project is constructed in accordance with the project's approved plans and specifications. This request also will solicit proposals for a registered geologist for inspection purposes and evaluation of the foundation preparation of soil encountered under the construction contract.

## **II. CONTRACTURAL REQUIREMENTS**

The consultant selected for this project will be required to execute a negotiated contract agreement. A sample version of an agreement is included as Attachment "C", Contract Agreement.

## **III. PROPOSAL REQUIREMENTS**

A. Each proposal submitted in response to the RFP shall be submitted in one envelope, as follows:

1. "Consultant's Qualifications" shall contain the experience and qualifications of the firm, each registered geologist and state certified technicians, that will include, but not limited to, his/her response to the following:

### Format

Firms desiring to respond shall submit their proposal including the hourly rate in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal will not be judged by the volume of material presented and therefore should be brief and concise. The proposal and hourly rate should include, as a minimum, the following information:

- a. Introduction – Present an introduction to the proposal, including a statement of your understanding and approach to the project.
  - b. Personnel – Identify the person to be designated Registered Geologist and a detailed summary of his/her background. The Geologist shall be a licensed Geologist and be expected to be available on all occasions for on-site meetings and for discussions with District Staff and engineering consultants. Identify the person or persons to be designated as State Certified Technicians and a detailed summary of their background. The technicians shall be certified in all aspects of construction material testing and be expected to be available on all occasions for testing and for discussions with District Staff and attend on-site meetings. Identify a contact person who will coordinate with the District on the scheduling of the Geologist and Technicians. The cost for the contact person shall be included in the overhead and included in the hourly rate for the Geologist and the Technicians.
  - c. Scope of Work – Outline the Scope of Work, including, but not limited to that contained in Attachment “A”.
  - d. Schedule – The time frame or period for this work will be from approximately May 2003 to September 2004 or 350 working days.
  - e. References – List a minimum of three clients (including address and phone number) for whom you have performed services similar to those described in Scope of Work and/or Project Description, Attachments “A” and “B”.
  - f. Federal Standard Form 255
  - g. The District reserves the right to review the consultants facility and equipment for compliance and ability to perform the necessary construction material testing for the project.
2. Consultant shall describe the consultant’s hourly rates for this Project. The hourly rates shall be separated for each: Registered Geologist, State Certified Materials Technician and Concrete Cylinders. Use Attachment “E” to list the hourly rates.
- a. A breakdown of the hourly rates will not be necessary, however, the total hourly rates will include actual salary, vehicle, equipment, materials, travel, and associated overhead costs, preparation of material reports, etc. Overtime shall be at the same hourly rate.
  - b. During negotiations, the District reserves the right to add or delete tasks within the Scope of Work and/or Project Description Attachments “A” and “B”. Compensation will not be allowed for deleted tasks. Added tasks shall be negotiated separately based upon time and material.

3. The County/District has adopted a recycled produce purchasing standards policy which requires proposers to use recycled paper for proposals and for any printed or photo copied materials created as a result of a contract with the County and/or District. The policy also requires proposers to use both sides of paper sheets for proposal and reports submitted to the County and/or District whenever possible. Daily material reports will not be required to be printed on both sides of paper.
4. The proposal shall be signed with the firm's name and by an agent of the Consultant who is an officer or corporate member authorized to sign the contract on its behalf or a principal member of the partnership.

#### **IV. SUBMITTAL DATE**

Three (3) copies of the proposal shall be submitted to

County of San Bernardino  
Department of Transportation/Flood Control  
Attention: William M. Collins, Chief  
San Sevaive/Etiwanda Division  
825 E. Third Street, Room 206  
San Bernardino, CA 92425-0835  
Phone: (909) 387-7983  
FAX: (909) 387-8154

and shall be received no later than 4:00 p.m. on Thursday, April 3, 2003. It is assumed consultant's not responding by this date have not submitted a proposal.

#### **V. PROCEDURE FOR SELECTING CONSULTANT**

The procedure for selecting the consultant for the project described in this RFP is covered in Attachment "D".

#### **VI. PREVAILING WAGE**

The consultant, contractors, and subcontractors performing work pursuant to this RFP shall pay not less than the Federal minimum wages or the General Prevailing Wage Rates. If there is a difference between the Federal minimum wages, determined by the United States Secretary of Labor and the General Prevailing Wage Rates, determined by the California Department of Industrial Relations, for similar classifications of labor, the consultant, contractors, and subcontractors shall pay not less than the higher wage rate. These wage rates are not included in the proposal and contract for the project. Information regarding the current Prevailing Wages can be obtained through the State of California, Department of Industrial Relations, Division of Labor Statistics and Research or on the Internet at [www.dir.ca.gov](http://www.dir.ca.gov). Information regarding the current Federal minimum wages can be obtained through the State of California, Department of Transportation, Local Assistance Department or on the Internet at [www.dot.ca.gov/hq/LocalPrograms](http://www.dot.ca.gov/hq/LocalPrograms).

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County/District Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**VIII. REJECTION OF REQUEST FOR PROPOSAL**

The District reserves the right to reject all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP. All costs incurred in the preparation of the proposal, the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract, will be borne by the respondent. The District will provide only staff assistance and documentation, specifically referred to herein, and will not be responsible for any other costs or obligation of any kind, which may be incurred by a respondent. All proposals submitted shall become the property of the District.

The District reserves the right to reject, in its sole discretion, any and all proposals, or to waive any informality in the proposals, and to reject any item(s) there on. District may, at its sole discretion, cancel this solicitation, or any part of this solicitation, at any time prior to award.

**IX. PUBLIC RECORDS ACT**

All proposals shall be subject to disclosure as appropriate, in accordance with the Public Records Act.

**X. STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES  
DIVISION OF SAFETY OF DAMS (D.S.O.D)**

Attention is directed to the State Division of Safety of Dams (D.S.O.D.) requirements for quality control and to the Special Provisions for Construction on Spillway and Dam for San Sevaine Basin No. 5.

**XI. UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF  
RECLAMATION (U.S.B.R.)**

Attention is directed to the special requirements of the Bureau of Reclamation (U.S.B.R.), the Federal Fish and Wildlife Service and to the Special Provisions for Construction on Spillway and Dam for San Sevaine Basin No. 5.

**XII. FORMER COUNTY OFFICIALS**

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must

include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

**XIII. CONFLICT OF INTEREST**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**XIV. INACCURACIES OR MISREPRESENTATIONS**

If in the course of the RFP process or in the administration of a resulting contract, the District determines that the vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, the vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

**XV. FEDERALLY ASSISTED CONSTRUCTION**

**A. EQUAL OPPORTUNITY**

The Consultant hereby agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

## **EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)**

During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination (Federally Assisted Construction) clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising that said labor union or workers' representative of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's non-compliance with the non-discrimination (Federally Assisted Construction) clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the Consultant may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in said amended Executive Order and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directing by the Contracting Officer, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- (8) The Consultant further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in Federally Assisted Construction work; Provided, that if the Consultant so participating is a State or Local Government, the above Equal Opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- (9) The Consultant agrees that it will assist and cooperate actively with the Contracting Officer and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Contracting Officer and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Contracting Officer in the discharge of his primary responsibility for securing compliance.
- (10) The Consultant further agrees that it will refrain from entering into any contract or contract modification subject to said amended Executive Order with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction contracts pursuant to said amended Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon contractors and subcontractors by the Contracting Officer or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Consultant agrees that if it fails or refuses to comply with these undertakings, the Contracting Officer may take any or all of the following actions: cancel, terminate, or suspend, in whole or in part, this contract; refrain from extending any further assistance to the Consultant under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

## **B. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS**

- (1) The Consultant shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (Public Law 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.
- (2) These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Consultant agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.
- (3) The Consultant makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Consultant by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Consultant recognizes and agrees that such Federal assistance will be extended in reliance to the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

## **C. CERTIFICATION OF NONSEGREGATED FACILITIES**

The Consultant hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Consultant agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Consultant further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files;

and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

**D. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$20,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**XVI. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The County/District reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County/District also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing services at the firm's offices or locations.

Attachment "A"

**SCOPE OF WORK**

The work in general will consist of providing a Registered Geologist for inspection purposes and evaluation of native material encountered and foundation preparation of soil in accordance with the San Sevaine Basin No. 5, W.O. F01193 project plans and specifications. The Consultant shall also provide State Certified Technicians for material testing of earthwork and structure concrete in accordance with the Plans and Special Provisions for construction on Spillway and Dam for San Sevaine Basin NO. 5 , W.O. F01193 in the City of Rancho Cucamonga. Consultant will also provide a service to pickup concrete cylinders at project site, deliver to lab for curing and compression testing. The Consultant will also provide a contact person who will coordinate the scheduling of the Geologist, the Technician and the Concrete Cylinders with the District. The cost for the contact person will be included in the hourly rates for the Geologist and the Technician and included in each item for the concrete cylinders.

**Registered Geologist Hourly Rate**

- A. This person shall, under the direction of the Engineer or his authorized representative, evaluate the soil condition encountered after levee excavation as to native soil and evaluation that foundation preparation is done according to the plans and specifications for construction of Spillway and Dam for San Sevaine Basin No. 5.
- B. The Geologist's hourly rate shall begin and end at project site, all hours worked shall be verified daily with Engineer or his authorized representative and the hourly rate paid shall include vehicle, equipment, tools, material to do the above listed evaluation. Any overtime will be at the same regular hourly rate and must have prior approval. The Geologist may be required to work longer than an eight (8) hour day and on weekends depending on the Construction Contractors work schedule, which is unknown at this time. The hourly rate shall also include the contact person's time to coordinate with the District and provide written reports to the District as required by the Engineer or his authorized representative. Reports shall include daily reports and a final report.

**State Certified Technician Hourly Rate**

- A. Material Testing:  
This person or persons shall work under the direction of the Engineer or his authorized representative to perform all necessary material testing for earthwork and structure concrete.

The Material Technicians shall be certified by the State of California, Department of Transportation(Caltrans).

The Material Technicians shall also provide Plant site inspections as requested by the Engineer or his authorized representative.

The Material Technicians will assist the DISTRICT in the pouring of concrete at the time when sample is taken at the project site.

He/she must be qualified and equipped to perform the following tests:

- Sand Cone and Nuclear Compaction
- Max Density
- Moisture
- Screen Analysis
- Sand Equivalent
- Inspect Batch Plant
- Sample Batch Plant
- Check Concrete Mix Design
- Cast Concrete Cylinders
- Yield Test
- Slump Test (Kelly Ball)

- B. All testing shall be done in accordance with either ASTM or California Test Method.

The technician shall be qualified to perform the on-site and laboratory compaction testing by the Sand Cone method for all compaction testing required for construction of Spillway and Dam for San Sevaine Basin No. 5 project in accordance with ASTM D-1556, sand cone and ASTM D-1557, Method D Modified per Special Provisions.

The following excerpt is taken from the Spillway and Dam for San Sevaine Basin No. 5 Special Provisions "FOUNDATION PREPARATION FOR DAM EMBANKMENT":

After the dam footprint has been excavated to approved depths, the area of the foundations over the footprint shall be prepared to receive embankment as specified herein after. The area shall then be scarified or lightly disked to a depth of about 6", and watered by a water truck employing a pressure distributing bar (as opposed to a splash plate) to bring the moisture content in the top 12" to between 0% and +3% of the optimum dry density, as measured by ASTM D1557, Method D, modified to use a laboratory compactive effort of approximately 20,000 ft.-lb./cu. Ft. **Note: This modified compactive effort applies to all measurements of relative density for the project.**

- C. The technicians hourly rate will begin and end at project site and will verify all hours worked daily with Engineer or his authorized representative in writing. Overtime hours will be paid at the same regular rate and must have prior approval. The technicians may be required to work longer than an eight (8) hour day and on weekends depending on the Construction Contractors work schedule which is unknown at this time. There may be times where more than one technician will be required to be on the project at the same time to cover work being completed by the Contractor.
- D. The hourly rate paid will be full compensation for the above listed work including vehicle, equipment, tools, and materials to perform the construction inspection and quality control required by the District. The hourly rate shall also include the contact person's time to coordinate with the District and to provide all written reports to the District. Reports shall include daily reports and a final report.

### **Concrete Cylinders**

Cost to include pick-up concrete cylinders at project site, deliver to lab for curing, storage and compression testing.

Cost shall also include the contact person's time to coordinate with the District and to provide all written reports to the District. Reports shall include daily reports and a final report.

### **Mobile Lab**

Consultant shall provide a complete mobile lab that shall be placed and kept on the project site for the entire project. The mobile lab shall be fully equipped to be able to perform all required material tests required for this project.

The District will require the construction contractor to provide electrical and water supply.

The Mobile Lab shall remain on site for the duration of the construction contract or 350 working days.

Attachment "B"

**PROJECT DESCRIPTION**

The project work consists of, in general, but is not limited to:

A. Spillway and Dam for San Sevaine Basin No. 5

**LENGTH: 4400 L.F.**

**WORK ORDER: F01193**

**AREA: City of Rancho Cucamonga**

**SYSTEM NO.: 1-802-4E**

The work, in general, consists of, but not limited to, clearing and grubbing, dam excavation; dam foundation excavation and subgrade preparation; material processing; compacted dam embankment; rock slope protection construction and removal; roads and drainage facilities; chain link fencing and gates; dam instrumentation; asphalt concrete road surfacing; store, mulch and spread vegetation cleared during construction for placement on constructed dam embankment slopes; demolition of existing and construction of proposed rock slope protection inlet spillway; demolition of existing and construction of proposed concrete outlet spillway and channel walls; PVC piping for spillway underdrain system; construct 8'W x 10'H reinforced concrete box; 24", 36", 42", and 48" RCP storm drains; drainage ditches and flumes; sewer line encasement; storm drain manholes and junction structure; water conservation dike; 48" flap gate assembly; and all other appurtenant work to complete San Sevaine Basin No. 5 complete in place. District will provide additional native vegetation seeds for placement on the constructed dam embankment slopes.

# Attachment "C"

## FOR COUNTY USE ONLY



### SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT F A S

E	<input checked="" type="checkbox"/>	New	Vendor Code			Dept.		Contract Number
M	<input type="checkbox"/>	Change			SC	097	A	
X	<input type="checkbox"/>	Cancel						
County Department					Dept.	Orgn.	Contractor's License No.	
Flood Control District					097	097		
Flood Control District Contract Representative					Ph. Ext.		Amount of Contract	
WILLIAM M. COLLINS, P.E., Chief					7-2619			
San Sevaire/Etiwanda Division								
Fund RFD	Dept.	Organization	Appr. 200	Obj/Rev Source 2445	Activity	GRC/PROJ/JOB Number		
Commodity Code			FY	Estimated Payment Total by Fiscal Year				
Project Name				Amount	I/D	FY	Amount	I/D
Spillway and Dam for								
San Sevaire Basin No. 5								

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereinafter called the District, and

Name \_\_\_\_\_ hereinafter called **CONTRACTOR**

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Birth Date \_\_\_\_\_

Federal ID No. or Social Security No. \_\_\_\_\_

### IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

### WITNESSETH

**WHEREAS**, San Bernardino County Flood Control District (hereinafter referred to as **DISTRICT**) proposes to construct and inspect facilities and appurtenant work within the City of Rancho Cucamonga. Said work hereinafter referred to as **PROJECT**; and

**WHEREAS**, the **PROJECT** will be funded in part by a loan and grant from the United States Department of the Interior Bureau of Reclamation (hereinafter referred to as **BUREAU**); and

**WHEREAS**, the **PROJECT** will fall under the jurisdiction of the State of California Department of Water Resources Division of Safety of Dams (hereinafter referred to as **DSOD**); and

**WHEREAS**, **DISTRICT** desires to engage the **CONSULTANT** to provide required personnel pertinent to the construction material testing and geotechnical inspection of the **PROJECT**.

**NOW, THEREFORE**, in consideration of the premises and mutual benefits, which shall accrue to the parties hereto in carrying out the terms of this agreement, it is mutually understood and agreed as follows:

**CONSULTANT** agrees:

1. To provide a Registered Geologist and State Certified Technicians as described in the following Scope of Work:

The work in general will consist of providing a Registered Geologist for inspection purposes and evaluation of native material encountered and foundation preparation of soil under the Spillway and Dam for San Sevaine Basin No. 5, W.O. F01193 project plans and specifications. The Consultant shall also provide State Certified Technicians for material testing of earthwork and structure concrete in accordance with the plans and Special Provisions for construction of the Spillway and Dam for San Sevaine Basin No. 5, W.O. F01193. Consultant will also provide a service to pickup concrete cylinders at project site, deliver to lab for curing and compression testing and a mobile lab at the project site. The Consultant will also provide a contact person who will coordinate the scheduling of the Geologist, the Technician and the Concrete Cylinders with the District. The cost for the contact person will be included in the hourly rates for the Geologist and the Technician and included in each item for the concrete cylinders and a mobile lab.

**Registered Geologist Hourly Rate**

- A. This person shall, under the direction of the Engineer or his authorized representative, evaluate the soil condition encountered after levee excavation as to native soil and evaluation that foundation preparation is done according to the plans and specifications on Spillway and Dam for San Sevaine Basin No. 5.
- B. The Geologist's hourly rate shall begin and end at project site, all hours worked shall be verified daily with Engineer or his authorized representative and the hourly rate paid shall include vehicle, equipment, tools, material to do the above listed evaluation. Any overtime will be at the same regular hourly rate and must have prior approval. The Geologist may be required to work longer than an eight (8) hour day and on weekends depending on the Construction Contractors work schedule, which is unknown at this time. The hourly rate shall also include the contact person's time to coordinate with the District and to provide District with written reports. Reports shall include daily reports and a final report.

**State Certified Technician Hourly Rate**

- A. Material Testing:  
This person or persons shall work under the direction of the Engineer or his authorized representative to perform all necessary material testing for earthwork and structure concrete. He/she must be qualified and equipped to perform the following tests:

- Sand Cone and Nuclear Compaction
- Max Density
- Moisture
- Screen Analysis
- Sand Equivalent
- Inspect Batch Plant
- Sample Batch Plant
- Check Concrete Mix Design
- Cast Concrete Cylinders
- Yield Test
- Slump Test (Kelly Ball)

- B. All testing shall be done in accordance with either ASTM or California Test Method.
- C. The technicians hourly rate will begin and end at project site and will verify all hours worked daily with Engineer or his authorized representative in writing. Overtime hours will be paid at the same regular rate and must have prior approval. The technicians may be required to work longer than an eight (8) hour day and on weekends depending on the Construction Contractors work schedule which is unknown at this time. There may be times where more than one technician will be required to be on the project at the same time to cover work being completed by the Contractor.
- D. The hourly rate paid will be full compensation for the above listed work including vehicle, equipment, tools, and materials to perform the construction inspection and quality control required by the District. The hourly rate shall also include the contact person's time to coordinate with the District and to provide the District with written reports. Reports shall include daily reports and a final report.

### **Concrete Cylinders**

Cost to include pick-up concrete cylinders at project site, deliver to lab for curing and compression testing.

Cost shall also include the contact person's time to coordinate with the District and to provide the District with written reports. Reports shall include daily reports and a final report.

### **Mobile Lab**

Consultant shall provide a complete mobile lab that shall be placed and kept on the project site for the entire project. The mobile lab shall be fully equipped to be able to perform all required material tests required for this project.

### **DISTRICT agrees:**

1. To provide the **CONSULTANT** with up to date information as it becomes available, which may have an effect on the services being performed by the **CONSULTANT** for the **PROJECT**.

2. To provide the **CONSULTANT** with ample time to schedule personnel for **PROJECT**.
3. To compensate **CONSULTANT** per the following hourly rates:

ITEM NO.	APPROX. QUANTITY	MEASURE UNIT	ITEM DESCRIPTION	UNIT PRICE	ITEM PRICE
1	6,000	HOURS	On-Site State Certified Technicians to perform material testing	\$	\$
2	1800	HOURS	On-Site Registered Geologist	\$	\$
3	300	EACH	Concrete Cylinder Test/ Pick-up, Delivery, Curing and Storage	\$	\$
4	1	EACH	Complete Mobile Lab	\$	\$
<b>TOTAL</b>					<b>\$</b>

**IT IS MUTUALLY AGREED:**

1. The **CONSULTANT** shall submit invoices for payment at monthly intervals.
2. Upon approval by the **DISTRICT**, approved monthly billings shall be paid for services performed within 20 working days of receipt of invoice.
3. **Indemnification** -- The **CONSULTANT** agrees to indemnify, defend and hold harmless the County of San Bernardino (a separate, legal public entity) and the San Bernardino County Flood Control District (a separate, legal public entity) and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability to the extent arising from any and all willful misconduct or negligent actions, errors or omissions of **CONSULTANT**, its employees, agents, or subcontractors pursuant to this Contract, except where such indemnification is prohibited by law.

In no event shall **CONSULTANT** be responsible for any claim for damages of any nature whatsoever as a result solely of any action, error, omission, or willful misconduct of the County of San Bernardino (a separate, legal public entity) and the San Bernardino County Flood Control District (a separate, legal public entity).

**Insurance** -- Without in any way affecting the indemnity herein provided and in addition thereto, the **CONSULTANT** shall secure and maintain throughout the contract the following types of insurance with limits as shown:

**Workers' Compensation** -- A program of Workers' Compensation insurance or a state approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the **CONSULTANT** and all risks to such persons under this Agreement.

**Comprehensive General and Automobile Liability Insurance** -- This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

**Additional Named Insured** -- All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the following organizations and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder:

**County of San Bernardino (a separate legal public entity)**  
**San Bernardino County Flood Control District (a separate, legal public entity)**

**Waiver Of Subrogation Rights** -- **CONSULTANT** shall require the carriers of the above required coverage to waive all rights of subrogation against the County of San Bernardino (a separate, legal public entity) and the San Bernardino County Flood Control District (a separate, legal public entity) and their officers, employees, agents, volunteers, contractors and subcontractors.

**Policies Primary And Non-Contributory** -- All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County of San Bernardino (a separate, legal public entity) and the San Bernardino County Flood Control District (a separate, legal public entity).

**Proof Of Coverage** -- **CONSULTANT** shall immediately furnish certificates of insurance to the **DISTRICT** evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the **DISTRICT**, and **CONSULTANT** shall maintain such insurance from the time **CONSULTANT** commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the **CONSULTANT** shall furnish certified copies of the policies and all endorsements.

**Insurance Review** -- The above insurance requirements are subject to periodic review by the **DISTRICT**. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the **DISTRICT**. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the **DISTRICT**, inflation, or any other item reasonably related to the **DISTRICT'S** risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. **CONSULTANT** agrees to execute any such amendment within thirty (30) days of receipt.

The **CONSULTANT** shall also secure and maintain, for the term of this agreement, professional liability insurance covering professional negligent acts, errors, or omissions of the **CONSULTANT**, its agents and employees with limits not less than one million dollars (\$1,000,000). Evidence of such insurance coverage shall be filed with the **DISTRICT** prior to the commencement of performance of services hereunder.

4. The **DISTRICT** shall have the right to cancel or suspend work under this agreement by giving **CONSULTANT** fifteen (15) days written notice to that effect. If such cancellation or suspension takes effect, the **CONSULTANT** shall be paid for work accomplished.
5. Termination – the obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In such event, the **DISTRICT** shall be given all reports developed for that portion of the work completed and/or being terminated or abandoned. Any use of the aforesaid completed documents without specific written verification by **CONSULTANT** will be at the **DISTRICT'S** sole risk and without liability or legal exposure to **CONSULTANT**.
6. The **DISTRICT** shall pay **CONSULTANT** for services for the work being terminated, which were rendered prior to termination. If said termination occurs prior to completion of any task of the **PROJECT** for which payment has not been received, the fee for services performed during such task shall be based on the amount mutually agreed to by the **DISTRICT** and the **CONSULTANT** of the portion of such task completed but not paid prior to said termination.

7. Ownership and Reuse of Documents – that all reports developed for the **PROJECT** shall, upon payment for the services or tasks described in this agreement, be furnished to and become the property of the **DISTRICT**, except as otherwise provided herein. Any reuse without written verification or adaptation by **CONSULTANT** for the specific purpose intended will be at **DISTRICT'S** sole risk and without liability or legal exposure including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **CONSULTANT** to further compensation at rates to be agreed upon by **DISTRICT** and **CONSULTANT**.
8. This agreement, together with the provisions hereof and the exhibits hereto, represent the entire agreement between the **DISTRICT** and the **CONSULTANT** and may only be altered, amended, or cancelled by a written instrument executed by both parties.
9. **DISTRICT** and the **CONSULTANT** each binds itself and its successors and assigns to the other party of this agreement and to the successors and assigns of such other party in respect to all covenants of the agreement. Neither **DISTRICT** nor the **CONSULTANT** shall assign, sublet, or transfer any interest in this agreement without the written consent of the other party. Nothing herein shall be construed as creating a personal liability on the part of the officer or agency of any public body, which may be a party hereto.
10. **DISTRICT** shall have the right to approve in advance any consultant or subcontractors engaged by the **CONSULTANT** to perform any services under this agreement.
11. Special attention to Conflict of Interest, Former County Officials, prevailing wages AND Equal Employment Opportunity of the Request for Proposal is, by specific reference hereby, a part of this contract.

**IN WITNESS WHEREOF**, the **DISTRICT** has by order of their Board of Supervisors, caused these presents to be subscribed and by the Chairman of said Board and their respective seal to be affixed, attested by the Clerk thereof, and the **CONSULTANT'S** have hereunto subscribed their names, day, month, and year herein first above written.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

►  
 \_\_\_\_\_  
**Dennis Hansberger**, Chairman, Board of Supervisors

Dated \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT  
 HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By \_\_\_\_\_  
*Deputy*

\_\_\_\_\_  
*(State if corporation, company, etc.)*

By ► \_\_\_\_\_  
*(Authorized Signature)*

*(Print) –*  
 Name \_\_\_\_\_

Dated \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Approved as to Legal Form

►  
 \_\_\_\_\_  
 County Counsel

Date \_\_\_\_\_

Reviewed as to Affirmative Action

►  
 \_\_\_\_\_

Date \_\_\_\_\_

Reviewed for Processing

►  
 \_\_\_\_\_  
 Agency Administrator/CAO

Date \_\_\_\_\_

## **Attachment “D”**

### **PROCEDURE FOR SELECTING CONSULTANT**

- A. The Selection Committee will evaluate all proposals and make a final recommendation for selection, subject to approval by the Board of Supervisors. The selection process will be in accordance with the following specific criteria:
1. Consideration will be given to firms/consultants having established offices and sufficient in-house professional staff located within, or close proximity to the Project.
  2. The firm shall be of high ethical and professional standing.
  3. The principal and other responsible members of the firm must be registered civil engineers in the State of California.
  4. The firm shall have required experience in the respective profession and related to the particular project.
  5. Cost shall be considered as submitted in Attachment “F”; the services provided should be at a fair and reasonable price as determined by the District.
  6. The firm selected must certify as to being an Equal Opportunity Employer.
  7. If agreement is not reached with the first firm, then negotiations will be terminated and similar negotiations will then follow with the second firm. All such negotiations shall be on a strictly confidential basis and in no case shall the compensation discussed with one consultant be discussed with another or made public.
  8. The District will initiate the required Agenda Item to obtain Board approval of the selected consultant and notify him/her of final approval or disapproval by the Board.
- B. Each firm, being thoroughly informed as to the scope of the project and the extent of the services required, shall submit their proposal to the District in one envelope. Consultant's Qualifications shall contain three (3) copies of the qualifications and records of the firm, the capabilities to complete the work within the timeframe allotted, the specific key personnel assignable to the project, and other information as may be required to properly evaluate the firm's qualifications. Also in the same envelope shall be three (3) copies of Attachment “E” Form for Providing Hourly Rates.

A Selection Committee, comprised of designated personnel from the County and District shall review the “Consultant's Qualifications” submitted with each proposal, checking with recent clients if necessary, to determine the quality of past experience and performance. Each firm being considered shall be listed in order of desirability, taking into account price, location, reputation, experience, financial standing, size, personnel availability, quality of references, work load, and other factors peculiar to the project. The Selection Committee shall select the best qualified consultant and begin negotiations.

**Attachment “E”**

**Form for Providing Hourly Rates:**

**REQUEST FOR PROPOSAL  
FOR  
GEOGECHNICAL INSPECTION AND TECHNICAL SERVICES  
TO SUPPORT THE CONSTRUCTION INSPECTION OF  
MAJOR FLOOD CONTROL IMPROVEMENTS ON**

**SPILLWAY AND DAM FOR SAN SEVAINE BASIN NO. 5 – W.O. F01193**

<b>ITEM NO.</b>	<b>APPROX. QUANTITY</b>	<b>MEASURE UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>ITEM PRICE</b>
<b>1</b>	<b>6,000</b>	<b>HOURS</b>	<b>On-Site State Certified Technicians to perform material testing</b>	<b>\$</b>	<b>\$</b>
<b>2</b>	<b>1800</b>	<b>HOURS</b>	<b>On-Site Registered Geologist</b>	<b>\$</b>	<b>\$</b>
<b>3</b>	<b>300</b>	<b>EACH</b>	<b>Concrete Cylinder Test/ Pick-up, Delivery, Curing and Storage</b>	<b>\$</b>	<b>\$</b>
<b>4</b>	<b>1</b>	<b>EACH</b>	<b>Complete Mobile Lab</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL</b>					<b>\$</b>